

Mark Thomas Auctioneers, Inc.

15219 Stuebner Airline Suite 48

Houston, TX 77069

Real Estate Auction Services Agreement

This Auction Services Agreement ("Agreement") is made between Mark Thomas Auctioneers, Inc. (the "Auction Company") and

Janet Northrup, Chapter 11 Trustee for the estate of Watson Grinding & Manufacturing Co.,

Case No. 20-30967 in the Southern District of Texas, Houston Division (the "Trustee")

, subject to bankruptcy court approval. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Auction Company hereby covenant, contract and agree as follows:

1. Trustee grants the Auction Company the exclusive right to offer the real property described as 4522 Steffani Lane Houston, TX 77041 (the "Property") for sale at public auction. The auction is to be conducted on or about September 29, 2020. Auction Company agrees to conduct an auction (the "Auction") of the Property and to perform the following services: (a) prepare all public advertisements of the Auction, provide marketing preparation and distribution in the county or metropolitan area in which Property is located, and distribute circulars in various places as deemed appropriate by the Auction Company; (b) provide all labor to conduct the Auction; (c) pay all labor and other related expenses in connection with the Auction other than closing cost for the sale of the Property defined below which shall be the responsibility of Trustee; (d) assist Trustee in the preparation and showing of the Property to be sold. Auction Company will charge the buyer of the Property a "buyer's premium" at the Auction as its sole compensation under this agreement.

2. Trustee agrees to assist Auction Company in the Auction and to do the following: (a) not to withdraw the Property from the Auction without the consent of Auction Company; (b) pay the fees due Auction Company as set forth in this Agreement; (c) remove any for sale or realtor signs from the Property upon execution of this Agreement; (d) complete any disclosure forms required by applicable law, ordinance or regulation. If the Property is sold at the Auction, Trustee agrees to do the following: (a) execute a valid contract with the buyer using the Trustee's standard form with disclosures; (b) convey title to the Property to the buyer by special warranty deed at closing on an as is where is basis with no warranties or representations of any kind using the Trustee's standard form with disclosures; and (c) pay at the closing of the sale of the Property any real estate transfer tax, any customary prorations, any taxes and assessments due on the Property, and other closing costs customarily paid by sellers in the area in which the Property is located (the "Closing Costs"). (d) In the event of buyer default the Auction Company and the Trustee will share equally any forfeited proceeds.

3. Owner agrees to pay Auction Company the following:

(a) a "Marketing Fee" of \$ N/A upon the execution of this agreement.

(b) an "Auction Fee" collected from the buyer as a "Buyer's Premium" in the amount of 10 %; if the property sells at auction or if the Trustee enters into a contract to sell the Property to any interested party or registered bidder generated by the Auction Company within ninety (90) days after the Auction

4. Select one of the following:

 The property will sell absolute; meaning: No minimum bid, no reserve price. In selecting this option; I, , owner, warrant and guarantee to furnish clear and marketable title at closing and pay in full any loan or other lien deficiency that may exist. (owner's initials)

 X The property will sell, subject to the reserve price of \$125,000 .

